

1 CASE #8-6-2521

AUGUST 9 1966

2:40 p.m.

2
3 LOCAL 70, Oakland, California, and

4 RINGSBY

5
6 MAIN COMMITTEE

7 UNION COMMITTEE:

EMPLOYER COMMITTEE:

8 FRED HOFMANN
9 HARRY BATH
10 GENE SHEPHERD

ALLAN FOY
LEO BOSTER
DON SLAYBAUGH

11 APPEARANCES:

12 E. F. DeCOSTA, L. NUNES, STEVE RODRIGUES and BUD PRATT
13 appeared on behalf of the Union.

14 JIM EGAN and BOB FLEMING appeared on behalf of the Employer.

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16
17 CHAIRMAN DIVINY: Go ahead.

18 MR. NUNES: This is a case where the Company has bid routes
19 for heavy jobs for platform with an early start attached to it.
20 This is the way the bid is put up on the wall.

21 In one case we have a Morris Bruden who delivers Standard
22 Brands. His bid read 6:00 o'clock start in the morning. Every
23 day he goes to Standard Brands.

24 There was another man that was on Cudahy Meat job. His bid
25 also read 6:00 a.m. start.

26 Now these starts, these men receive every single day. This

1 is part of the bid.

2 Now Ringsby has reversed this, put on a graveyard shift and
3 starts everybody at 8:00 a.m. in the morning.

4 Now when these men bid these jobs it was with the idea in
5 mind that they were bidding the early start, which the Company
6 did agree at that point, that the early start was part of the
7 bid. This is the Union's position, that this should continue.
8 The jobs are still there.

9 CHAIRMAN DIVINY: O.K., Egan.

10 MR. EGAN: The Company's position is---

11 MR. DeCOSTA: Wait a minute, we are not through yet, Mr.
12 Egan.

13 CHAIRMAN DIVINY: Who is doing the talking?

14 MR. DeCOSTA: Both of us. I want the steward to explain,
15 too, the situation as far as the work operation and the conditions
16 of the provision that did take place prior to when this grievance
17 come up.

18 Go ahead, Bud, tell them.

19 MR. PRATT: Well, as Leroy stated there, the Cudahy Meat,
20 the man come in continuously on the Cudahy for three weeks
21 working the platform at 6:00 a.m.

22 The Standard Brands load is still there. The man bid the
23 job for 6:00 o'clock. He stays there every day, still 6:00
24 o'clock, and picking up the loads.

25 And the hostlers were bid at 7:00 o'clock and they went and
26 took the 7:00 o'clock start away from them and brought them in

1 at 8:00.

2 The dockmen, he bid a 6:00 o'clock start. And he comes in
3 at 8:00. The jobs haven't been abolished. The Company have not
4 posted anything to relieve them or other jobs. They still call
5 other men in at 6:00 in the morning and other men at 7:00 in the
6 morning to do their work.

7 The Company has paid this already in the past week,
8 approximately six hours of money so far to other people. They've
9 been calling them in every morning to hostile and run San José's.

10 The contention is that these men, their jobs haven't been
11 abolished. They always had an early start. They bid it. And
12 they did not put their name on the overtime list. They've been
13 penalized on the overtime list on account of this grievance for
14 the past four months. They missed approximately ten times on
15 early starts, according to the wheel of the barn, and they
16 haven't received nothing, just holding back on this case. It
17 involves three people.

18 CHAIRMAN DIVINY: Anything further?

19 MR. DeCOSTA: Go ahead, Rodrigues.

20 MR. RODRIGUES: Yes. What we maintain is this: The work is
21 there. And these people bid it by a bid system. And that there's
22 still people doing the same work that they bid, the jobs that they
23 bid on, they're still doing the same work. But other employees
24 there are doing it instead of the people that should be doing it.

25 MR. DeCOSTA: In other words, we have a bid system in the
26 terminal. And under the bid system under the terminal, what

1 Ringsby has agreed to under this bid position, once a man bids
2 on this position, what time he starts is designated, that this
3 is his bid.

4 So what they done there is eliminated the early part of it
5 and brought him in at 8:00 o'clock to perform his work but not
6 under the bid position of what he actually had.

7 Is this right?

8 MR. RODRIGUES: One more. And if these same people we're
9 talking about under the bid just last week they paid them run-
10 around for bringing in other people doing their work and paid
11 them the two hours without no squawk. The Company has already
12 paid this. They paid it last week.

13 CHAIRMAN DIVINY: Anything further from the Union? Any
14 questions?

15 MR. SHEPHERD: I would like to ask one question, Mr.
16 Chairman.

17 If I understand what the Union is contending, the two
18 hostlers who were previously bid at 7:00 o'clock are not coming
19 in at 8:00. The one dock man, or whatever the case is, bid at
20 6:00 a.m. They moved them to 8:00, also. And there's other
21 people on the board or by rotation that is coming in earlier
22 than the people who bid it?

23 MR. PRATT: Right.

24 MR. SHEPHERD: O.K. That's the only question I have.

25 CHAIRMAN DIVINY: The Company?

26 MR. EGAN: The Company's position is this: We have one

1 starting time, 8:00 o'clock in the morning. That's all we can
2 have.

3 CHAIRMAN DIVINY: How the hell have you got that when he
4 just said they bid for 7:00 a.m.?

5 MR. EGAN: Wait a minute, let me explain it.

6 At one time we had three shifts on. The terminal manager
7 decided they would cut it down from three to two shifts. That
8 it would be more economical, better supervision and everything to
9 bring in some of the men early and hold the swing shift over late,
10 so we cut off the third shift. That went on for some time.

11 Then the Company took another look at it and decided they
12 would go back to a three-shift operation. When we went back to
13 a three-shift operation, certainly there is no point in bringing
14 in part of the dock crew or bringing in the day shift hostlers
15 at 6:00 or 7:00 o'clock in the morning when you have regular
16 graveyard shift hostlers on there and have a graveyard shift
17 dock crew on there.

18 It is our contention that we have overtime. The overtime
19 they're talking about today is in conjunction with an agreement
20 we have with Local 70 as to daily terminal overtime; how it will
21 be divided among the men. It won't have any bearing on these
22 jobs.

23 Certainly we wouldn't bring hostlers in at 7:00 o'clock if
24 we got hostlers on duty. And the same thing with dockmen. If
25 we do bring them in we pay them.

26 He said we paid two men this week. I don't know; I didn't

1 hear about it. If we did, we probably brought two men in out of
2 seniority or something; it was a legitimate claim and we pay it.

3 But as far as we are concerned, we have one starting time,
4 8:00 o'clock. If we bring in one man, two men, three men or the
5 whole crew at 6:00, we have to pay overtime. We know it.

6 CHAIRMAN DIVINY: How long has this 7:00 o'clock been in
7 effect?

8 MR. NUNES: Approximately ten years.

9 MR. PRATT: Ten years.

10 MR. NUNES: Now, Joe, I would like to say to this gentleman
11 here, if I may, is that the Union doesn't really condone this
12 type of thing of attaching an early start to a run. But the
13 Companies have done this for a purpose. They get a man on an
14 Army base; they want just that one particular man to be there all
15 the time. And that's why they are attaching the early starts.

16 Now, this is the Company's fault as much as it is the
17 Union's. And they have done this all the way through their
18 system because they want certain people on those runs. And
19 they attach an early start so they don't rotate it.

20 MR. DeCOSTA: That shift operation didn't make any difference,
21 the change he's talking about under the bid position of what the
22 men were under the bid job. Now there's still men that are
23 coming in on their regular bid position who are still working
24 early and not on that shift, but still on that bid job and still
25 maintaining their regular bid. Now everybody knows that we got
26 an 8:00 o'clock start.

1 MR. EGAN: Mr. Chairman, the contract, Article 52---

2 CHAIRMAN DIVINY: Wait a minute now. Here is a shift that
3 for ten years has been starting at 7:00 o'clock. If you had
4 brought them in one day at 7:00 o'clock and the next day at
5 8:00 o'clock and then 7:00 o'clock again and was paying the
6 terminal overtime, I would agree with you. But here are men that
7 have been continually on one shift, a bid shift, of a 7:00 o'clock
8 start. And automatically you cut it out.

9 MR. FOY: I've got a question. Then you make whatever point
10 you want, Jim.

11 When you bring these men in, when you brought these men in
12 at 7:00 o'clock, they of course got overtime from 7:00 to 8:00.
13 Then would they get a full eight hours' work subsequent to 8:00
14 o'clock, from 8:00 o'clock on?

15 MR. EGAN: Certainly, certainly. No question about it.

16 MR. FOY: And my other question: Is the way you and the
17 Union work out who gets what overtime also an issue in this
18 grievance?

19 MR. EGAN: As far as I know, no.

20 CHAIRMAN DIVINY: Some companies, they rotate the overtime.
21 But this hasn't been the case here. These fellows have been, as
22 I understand it, have been on a regular starting time at 7:00
23 o'clock in the morning.

24 MR. NUNES: Some were at 6:00, Joe.

25 CHAIRMAN DIVINY: The contract provides of course that all
26 work time before the regular starting time, which is 8:00 o'clock,

1 shall be paid at the rate of time and a half.

2 MR. BOSTER: What gave these guys a lock on this individual
3 overtime as against rotating with the rest of the guys?

4 CHAIRMAN DIVINY: It was bid.

5 MR. BOSTER: The fact that it was bid, and this one guy you
6 talked about, the Army Base, a guy is bid to the Army Base?

7 MR. PRATT: Four of them did.

8 MR. SLAYBAUGH: Is the Company bidding early starting times?

9 MR. EGAN: We did when we only had two shifts.

10 MR. FOY: How do you bid them?

11 MR. EGAN: We just post them.

12 MR. HOFMANN: Seniority.

13 MR. FOY: What does the contract say? If you know about
14 overtime the day before, how do you notify the men under that
15 contract?

16 MR. EGAN: We post it except in one case. Let me give you
17 an example. Standard Brands we load every morning out there
18 early. One man, no question about his seniority, four days a
19 week comes in early for an early start on Standard Brands. He
20 is paid overtime. On Friday we don't load Standard Brands; he
21 comes in at 8:00 o'clock. He doesn't receive overtime.

22 MR. HOFMANN: Jim, when you eliminated the third shift you
23 had a problem, you wanted to get these guys out to the Army Base
24 or to the Standard Brands or to the meat company, you put that
25 job up at that time, or the Company did (I don't know if you did
26 or not), but you put that up for bid at that time. And they bid

1 that according to seniority. And the only reason at that time
2 the guys bid that was because it had a 6:00 o'clock starting
3 time and a 7:00 o'clock starting time. If they didn't have that,
4 maybe these people wouldn't have bid it.

5 MR. PRATT: That's true.

6 MR. EGAN: Let me say this: As far as the Company is
7 concerned, if we would lose Standard Brands Monday, I will
8 guarantee you we wouldn't bring in the man that pulls that at
9 6:00 o'clock in the morning because there wouldn't be any reason
10 to. He would go back to 8:00 o'clock. This would be guaranteed
11 overtime, and we don't do it. If the operation changed, for the
12 next twenty years we would be saddled . . . The only provision
13 in the contract is for one starting time. And if you go from
14 a two-shift operation to a three-shift operation and change your
15 operation, under the contract, if you had ten men on day shift
16 on a two-shift operation you were bringing in at 7:00, and then
17 all of a sudden you put on a third shift, there's no provision
18 for cutting off the 7:00 o'clock start and going back to 8:00
19 o'clock under the contract. So our contention is, we have an
20 8:00 o'clock start.

21 MR. NUNES: But it wasn't the Union that made this provision
22 it was the Company.

23 MR. DeCOSTA: This isn't an abolished job.

24 MR. FOY: Deke what do you do? If you followed your posi-
25 tion out, that getting this hour and a half of overtime was
26 something that is like a maintenance of standards, is it your

1 position then those men always get it from now on?

2 MR. DeCOSTA: They bid this position. Now, if the work is
3 abolished, if the job is abolished, rather, then we can't claim
4 it. But being that the work is still there and they are per-
5 forming the work and still at the same time, which the man had
6 the bid position---

7 MR. FOY: Your point is that somebody used to come in at
8 7:00 o'clock and he is not coming in any more at 7:00 o'clock;
9 somebody else is coming in at 7:00 o'clock?

10 MR. DeCOSTA: That's right.

11 MR. EGAN: Listen, it's our contention, they named in their
12 complaint two hostlers. Certainly, if I've got two shifts I
13 bring in the day shift hostler early so that they will have the
14 rigs lined up for the day shift crew when they come in. But
15 the minute you go to a three-shift operation and put hostlers on
16 the graveyard shift there is no point in the Company at that
17 time bringing---

18 MR. BOSTER: On that point, that is where you guys are
19 losing me.

20 On the Standard Brands man, did he come in before, did he
21 come in and hostile for an hour and then go to Standard Brands?

22 MR. DeCOSTA: No.

23 MR. BOSTER: How would the third shift have any effect on
24 this Standard Brands man, for instance?

25 MR. EGAN: It don't. He comes in four days a week early now.
26 On Friday we don't load Standard Brands; he comes in at 8:00

1 o'clock.

2 MR. SHEPHERD: Mr. Chairman, let me ask a question of Mr.
3 Egan.

4 Jim, for crissakes, are we getting down to the meat of the
5 coconut in plain and simple terms where on the third shift, as
6 I understand it, you reshuffled your starting times. And for
7 those people that bid at 6:00 and 7:00, now you have changed
8 them to 8:00 o'clock?

9 MR. EGAN: That's right.

10 MR. SHEPHERD: That's what I thought. And the damned jobs
11 are still there.

12 MR. SLAYBAUGH: How often do you put your jobs up for bid?
13 Since there isn't any bidding in this contract, how often do you
14 put them up?

15 MR. EGAN: Whenever there's a hostler's job or a heavy duty
16 opening.

17 MR. SLAYBAUGH: Whenever somebody quits or dies or something
18 like that?

19 MR. EGAN: If there is an opening for a hostler, a day
20 shift hostler, the job would go up for bid as a higher-paid job.

21 MR. SLAYBAUGH: Then they stay on there forever?

22 MR. EGAN: If there is a hostler. But a hostler, like we
23 said on the day shift, certainly there is no point in bringing
24 in and having two sets of hostlers there for an hour.

25 MR. FOY: If I understand what the Union is saying, they are
26 not saying that you have to do that. They are saying that you

1 are still doing it but with different men now.

2 MR. EGAN: That I wouldn't know. It would be on a day-to-
3 day operation. You're going to bring in some heavy men every
4 day.

5 MR. FOY: But are you going to do that in accordance with
6 the understandings you have reached with Local 70 on how men
7 get this overtime?

8 MR. EGAN: I would say, yes, because we had a meeting with
9 Deke on terminal overtime. And I haven't heard any complaints
10 about the way it's handled.

11 MR. FOY: You are hearing one now or there wouldn't be a
12 grievance. Right?

13 MR. EGAN: This grievance is elimination of the two-shift
14 operation and going to a three-shift operation.

15 MR. DeCOSTA: What he is talking about is different
16 altogether than the situation I'm speaking of now.

17 CHAIRMAN DIVINY: There is nothing in the contract that
18 prevents the Company from calling a man in early providing he
19 pays the overtime. Right?

20 MR. DeCOSTA: Correct.

21 CHAIRMAN DIVINY: But here is a bid with a 7:00 o'clock
22 start.

23 MR. DeCOSTA: Right.

24 CHAIRMAN DIVINY: And they automatically eliminated it.

25 MR. DeCOSTA: Right. 6:00 o'clock and 7:00.

26 MR. PRATT: On top of that, Joe, they haven't received one

1 hour overtime in the morning since they went off the shift.

2 MR. HOFMANN: Executive session.

3 CHAIRMAN DIVINY: Executive session.

4 (Executive session.)

5 MR. BATH: [Based on the facts in this case the claim for
6 money be allowed. However, if the Company needs any employee who
7 is on the 8:00 a.m. start to start early, the early starting
8 time shall be given to the employees who bid the early start
9 before the Employer put on the third shift.]

10 MR. BOSTER: Second it.

11 (Motion carried.)

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AGENDA and ORDER OF BUSINESS

For The Meeting Of

UNION MEMBERS OF THE JOINT WESTERN AREA COMMITTEE

and

REPRESENTATIVES OF LOCAL UNIONS

Monday, August 8, 1966 at 10:00 A. M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

1. Roll call of Union members of the Joint Western Area Committee.
2. Approval of Minutes of May9, 1966 meeting of Union members of Joint Western Area Committee and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Previously approved Riders.
8. Communications.
9. Reports and questions from JSC or JWAC Committee Members.
10. Discussion of cases on August JWAC Agenda.
11. ADJOURNMENT.

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by The

WESTERN MASTER FREIGHT DIVISION

Meetings of August 8, 9, 10, 11, & 12, 1966

SIR FRANCIS DRAKE HOTEL - SAN FRANCISCO, CALIFORNIA

Joint Session of the Full Committee.

Monterey Room - 2:00 P.M., - Monday, August 8, 1966.

1. Approval of the Minutes of the JWAC Sessions held May 9, 10, 11, 12, and 13, 1966.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the August sessions of the J.W.A.C.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the J.W.A.C.
7. ADJOURNMENT.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways, Inc.
5-6-2330

Change of Operations	Locals involved:	81, Portland, Oregon 483, Boise, Idaho 741, Seattle, Washington 900, Pendleton, Oregon
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At the present time Consolidated Freightways is operating one division run six days per week, from Seattle, Washington to LaGrande, Oregon. In connection with this, we also operate six days per week, a turnaround run between LaGrande, Oregon and Boise, Idaho, which originates at LaGrande.

The Company proposes to do away with this specific operation. The Company is also presently operating two divisions per day, in both directions, six days per week, between Portland, Oregon and LaGrande, Oregon. One driver originates at Portland each of these days and one at LaGrande. In connection with this division, we operate two turnaround runs per day, six days per week between LaGrande, Oregon and Boise, Idaho. One run originates at LaGrande and one originates at Boise.

The Company proposes to do away with this specific operation. In place of these, the Company proposes to relay to Portland via present existing operations, its Boise, Idaho area LTL freight that is handled by our Seattle terminal. This freight will then be combined with the Boise, Idaho LTL freight handled through our Portland terminal and be run on a Portland-Boise division, which will originate in Portland.

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2336

Change of Operations Locals involved: 190, Billings, Montana
983, Pocatello, Idaho

Garrett Freightlines, Inc. requests approval for the following operational change.

We presently operate two assigned runs per day from Pocatello, Idaho, to Billings, Montana. All runs over and above these two runs are pulled by the Pocatello extra board.

We request the right to also run extra schedules from Billings, Montana, to Pocatello, Idaho, with Billings extra drivers; or when possible to make turn in the middle of this run at Rainbow Ranch, the Pocatello and Billings drivers meeting and returning to their home bases.

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # T.I.M.E. Freight, Inc.
5-6-2350

Change Local involved: 224, Los Angeles, California
of
Operations

Clarifica- Local 224 on behalf of Douglas Shartzer is asking for mis-dispatch
tion time in violation of Change of Operations Case #JWC 7-351.

Case #SC-3-6-6926.

JSC Motion: That this case is referred to the Change of
Operations Committee for clarification of Case #7-351.
Motion Carried.

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # California Motor Express
8-6-2468

Change Local involved: 85, San Francisco, California
of
Operation

California Motor Express wishes to discontinue its Santa Barbara lay over run stemming from San Francisco, California. This run presently operates four nights each week, Sunday through Wednesday. The reason for the elimination is the lack of sufficient business in the Santa Barbara area back into the Bay Area to make this a productive operation. The two men affected by this change will revert to the San Francisco rotation board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # California Motor Express
8-6-2469

Change Locals involved: 85, San Francisco, California
of 224, Los Angeles, California
Operation

California Motor Express wishes to discontinue the fourth position north and south on its Fresno division. This fourth position involves four men running a three and two weekly alternating schedule from Fresno to San Francisco on the north and Fresno to Los Angeles on the south, laying over at the two points named. It is our understanding that three men presently in our Fresno division will be retiring by November 1, 1966, and therefore it would be our proposal to dry up the fourth position upon the retirement of these three individuals and to reduce our present Fresno division complement by one. If for some reason the three men indicating retirement do not do so by November 1, 1966, we would expect the elimination of the fourth position to become effective that date. Insufficient traffic prompts this change request.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Cal-Pacific
8-6-2470

Change Local involved: 85, San Francisco, California
of
Operations

Transfer all line equipment to Los Angeles from San Carlos.

All employees will be given an opportunity to transfer to
Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Copperstate Lines
8-6-2471

Change of Operations	Locals involved:	104, Phoenix, Arizona 180, Los Angeles, California 224, Los Angeles, California 941, El Paso, Texas
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Consolidated Copperstate Lines requests the following Change of Operations:

1. The discontinuance of the sleeper runs presently operating between Los Angeles, California and El Paso, Texas.
 - (a) The rescheduling of seven Phoenix based men presently operating between Phoenix, Arizona and Los Angeles.

The freight presently handled by the sleeper teams would run Division Los Angeles to Phoenix - - Phoenix to El Paso. The basis for requesting the Phoenix men rescheduled would be that the men from the cancelled sleeper teams would be utilized on the division operation, and unless these trips pulled by the Phoenix men coming west were made available, there would be a need for redomiciling drivers from Los Angeles to Phoenix. There would be ample work in Phoenix for the men rescheduled by the elimination of the sleepers running past Phoenix.

With the operation change as set forth above, there would be no redomiciling of any drivers; no problems as to seniority, as these men both Los Angeles and Phoenix are at present on the existing seniority boards in their respective base points; and, there would be no layoff as all that would result is a transfer of work and reshuffling of the men covering the work.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
8-6-2472

Change of Operations Locals involved: 81, Portland, Oregon
524, Yakima, Washington

In the past, Consolidated Freightways has operated a run between Portland and Wenatchee on the basis of one per night, five days a week, subject to if and when freight available. The drivers operating this schedule were domiciled at Portland and Wenatchee. It is the Company's intention to operate this run from the Portland end only on the basis of five nights per week, subject to if and when freight available. The employee affected at Wenatchee will be permitted to transfer to Portland, as provided in Article 5, Section 6 (B) 2, of the contract, and will take his place on the Portland Board in accordance with local seniority practices. This change has been discussed with the two locals involved and has been agreed to by them.

AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Delta Lines, Inc.
8-6-2473

Change
of
Operations

Locals involved: 315, Martinez, California
 490, Vallejo, California

1. Our Vallejo terminal's final day of operation will be May 27, 1966.
2. The men and equipment previously located at Vallejo will be moved to our Pittsburg terminal to commence the first day of joint operation May 31, 1966.
3. The Vallejo men will continue to operate on the runs that they are presently handling.
4. The Vallejo employees will be integrated with our Pittsburg employees as per the attached seniority list.

AGREED-TO CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Delta Lines, Inc.
8-6-2475

Change of Operations Locals involved: 87, Bakersfield, California
431, Fresno, California

1. Delta Lines to discontinue (1) Fresno-Bakersfield turnaround run.
2. This has been agreed to by the Local Unions involved.
3. The change is effective June 3, 1966.

AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Imperial Truck Lines, Inc.
8-6-2476

Change of Operations	Locals involved:	104, Phoenix, Arizona 224, Los Angeles, California 898, El Centro, California
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Imperial Truck Lines, Inc., proposes to change its operations by closing its Yuma, Arizona terminal as of June 30, 1966.

Reasons for this proposed change are that Imperial Truck Lines, having no I.C.C. authority of its own, has been operating into Yuma, Arizona over the authority of Texas-Arizona Motor Freight, now Lee Way Motor Freight, Inc., and has been notified by Lee Way that this leasing arrangement will be terminated as of July 1, 1966.

The traffic now generated by Imperial Truck Lines, Inc. for Yuma, Arizona, and vicinity, will be interlined with some certificated carrier now serving the area.

Present equipment now stationed at Yuma, consisting of three trucks will either be sold or absorbed into other terminals of the company.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
8-6-2477

Change Locals involved: 492, Albuquerque, New Mexico
of 577, Amarillo, Texas
Operations

PRESENT OPERATION:

We have nine drivers and nine tractors domiciled at Albuquerque, New Mexico operating on a single run from Albuquerque, New Mexico to Amarillo, Texas, with layover at Amarillo, Texas, and return to Albuquerque, New Mexico.

PROPOSED OPERATION:

The Company is desirous of redomiciling nine drivers and nine tractors at Amarillo, Texas, and operate the run from Amarillo, Texas, to Albuquerque, New Mexico, and return to Amarillo.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Motor Freight System
8-6-2478

Change Locals involved: 208, Los Angeles, California
of 235, Orange, California
Operations

We are requesting a Change of Operation covering the closing of our Santa Ana terminal be placed on the August, 1966 Joint Western Area Committee Agenda.

The closing of the Santa Ana terminal will be effective at the completion of the new Los Angeles terminal of O.N.C., which is being built in the East Los Angeles area.

In closing the Santa Ana terminal, we will move the entire Santa Ana operation, including all work and those employees who are desirous of going to Los Angeles, to the new Los Angeles terminal.

The actual closing of the terminal has been agreed to between the Local Unions involved and the Company. There is, however, a need for clarification as to the application of seniority in regard to the Santa Ana employees transferring to Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Motor Freight System
8-6-2479

Change of Operation Locals involved: 313, Tacoma, Washington
569, Astoria, Oregon
741, Seattle, Washington

O.N.C. Motor Freight System requests approval for the following
Change of Operation:

PRESENT OPERATION:

One turn run operating out of Astoria, Oregon turning at
Tacoma, Washington with the driver and tractor domiciled
at Astoria.

PROPOSED OPERATION:

Extend the present Astoria/Tacoma turn run to an Astoria/Seattle
turn run. The run to go direct to Seattle via either Aberdeen
or Longview.

We desire to place this Change of Operation into effect upon the
completion and opening of the new Columbia River Bridge at
Astoria, Oregon.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Motor Freight System
8-6-2480

Change of Operations Locals involved: 81, Portland, Oregon
741, Seattle, Washington

O.N.C. Motor Freight System requests approval of a Change of Operation to establish a turnaround run which will run the triangle formed by the towns of Portland, Oregon and Seattle, Washington and Aberdeen, Washington and back to Portland.

We plan to operate the run out of Portland and Seattle and run it by going either direction from the origin terminal.

By example, a driver out of Portland would go either way:

Portland-Aberdeen-Seattle-Portland
Portland-Seattle-Aberdeen-Portland

The Seattle driver would go either:

Seattle-Aberdeen-Portland-Seattle
Seattle-Portland-Aberdeen-Seattle

There will be no movement of power equipment or drivers required in this Change of Operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # The Ringsby System
8-6-2481

Change Locals involved: 222, Salt Lake City, Utah
of 468, Oakland, California
Operation 533, Sparks, Nevada

The Ringsby System hereby proposes to eliminate the single man division run between Oakland, California, and Salt Lake City, Utah. This run operates on a six night a week basis with a change of drivers as follows: Two Oakland based drivers leave on alternate nights and run to Reno, Nevada, and return, taking a normal layover in Reno; two Nevada based drivers (members of Local 533) move the schedule between Reno and Elko, Nevada, then from Elko on into Salt Lake City the schedules are moved by Salt Lake City based drivers, members of Local 222.

We propose to move the freight presently being moved on this division operation with our present sleeper cab runs between Denver, Colorado, and Oakland, California, picking and dropping freight at the points now served with the single man operation with the Denver based sleeper cab equipment.

We propose that the drivers who will be displaced by the elimination of this run be offered employment at other Ringsby Truck Line's terminals as there are openings available, specifically the Nevada and Salt Lake drivers offered employment in either Denver, Colorado, or Los Angeles, depending upon the driver's wishes as to where they wish to be re-domiciled, and where the openings first develop. The Oakland drivers can be utilized immediately if satisfactory arrangements can be worked out with Local 468 on the Ringsby Pacific Division of our company. These displaced drivers will maintain their company seniority for all fringe benefits if they elect to move where there is available work in our operation, job bidding or lay-off to be governed by our Union Contracts.

Our reason for requesting this change is one of strictly economics. We find that we are operating sleeper cab equipment over the same routes as the single man division, either partially loaded or empty, due to the guaranteed division runs, and can, without loss of service to our customers, move the freight now moving by the single man division with our present Denver-based sleeper cab operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Special Service Transportation Corp., Ltd.
8-6-2482

Change of Operations Locals involved: 87, Bakersfield, California
208, Los Angeles, California

This letter will serve as a request by this company to the Committee for a Change of Operations.

The run in question is that Newspaper Run now domiciled in Los Angeles and operating between L. A. and Bakersfield. We request that this Truck and Run be domiciled in Bakersfield.

The Los Angeles driver affected will have the opportunity to transferring to the Bakersfield Board.

We offer the following reasons for this Change of Operations:

1. Maintenance facilities are available only at our Bakersfield yard.
2. We will have available for our use this piece of equipment which will result in more complete utilization.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # West Coast Fast Freight
8-6-2483

Change Local involved: 70, Oakland, California
of
Operations

Clarifica- Through Change of Operations (heard at May JWC) the Company was
tion allowed to close the San Jose terminal on May 13 rather than May 27.
 "In lieu of notice" the Company agreed to pay all men ten days pay
 to cover the period May 14th to May 27th even though no work would
 be done. The men had also worked ten days from May 2-13. At
 layoff on the 13th they were also paid accrued vacation.

If the men were paid ten days for working from the 2nd-13th, plus
two or more days accrued vacation then they are entitled to pay for
Memorial Day (May 30th) due to the language of Article 55
"paid vacation shall be counted as days worked for the
purposes of this section." The days of paid vacation would give
each man 13 days and thus qualify for the holiday.

Case # LD-2349.

(Change of Operations referred to is #5-6-2467)

Motion Carried: "That this case be sent to the JWC to clarify
the Change of Operations Committee's intent regarding final
payoff for the men involved."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 45, Great Falls, Montana, and
2-6-2212 Consolidated Freightways

P & D Union stated that the five men involved in this case had been paid
Dispute for straight dock work by the employer and that all of the men at
one time or another on every shift worked and performed fork
lift work, as well as checking freight.

It was the employers position that on the evening shifts these men
worked, they were not directed to use the fork lift. The fact that
the men used the fork lift of their own accord does not necessarily
make them a fork lift operator. It was the position of the Company
that an employee has to be assigned as a fork lift operator, checker, etc.

Case Numbers - M-529, M-530, M-531, M-532, and M-533.

JSC Motion: That in Cases M-529, 530, 531, 532, and 533,
the claim of the Union be paid for the days that the employees
worked in a higher classification, from the date that each employee
became a regular employee. Further, that the involved employees
be paid the additional .12¢ per hour for casual employment if the
records show that they did not receive same.

Deadlocked Montana JSC November 19, 1965.

February JWAC Action: The committee to hold jurisdiction over
this case until May, and the parties be instructed to attempt a
possible settlement.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
5-6-2360 Trojan Freight Lines

P & D Curtis L. Corbitt was employed by the Employer on the date of
Dispute January 6, 1965, and whereby Corbitt having been placed on an
 improper layoff, and remaining on said improper layoff since
 said date.

For, and on behalf of Corbitt, the Local Union claims all monies
Corbitt would have earned had he not been placed on this improper
layoff and had he been correctly worked.

This claim is for 8 hours pay at the applicable rate of pay, for
a total of 274 days. The amount of this claim is \$7,227.28

Case #SC-6-(3)-6-7019

JSC Motion: That the claim of Curtis L. Corbitt be allowed.

Deadlocked Southern California JSC June 10, 1966.

NOTE: This case was referred back to the Joint State Committee
to be heard on its merits at the May, 1966 JWAC Meeting.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
5-6-2406 Sea Land of California, Inc.

Office Due to an agreement reached between President Claude Ripley
Dispute and Business Agent, Bill Hawkins of General Truck Drivers Union
Local 692, and S. C. Jackson, Manager, Sea Land of California
Inc., Southern California Operations on April 29, 1963, we are
requesting that the Company pay for all time taken off for sickness
back to the acceptance of this letter of agreement by the above
mentioned parties.

Case #SC-3-6-6913.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC March 2, 1966.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
5-6-2466 Sea Land, Inc.

Office We are requesting for all office workers covered under the office
Dispute workers contract working for Sea Land Inc. be paid 3¢ an hour up
to the deposition of this case. The Company by mutual agreement
between Local 692 and Sea Land Inc., agreed to go on the company's
Health and Welfare program. It is impossible for us to put this
3¢ an hour on to their Health and Welfare program and therefore
it is the position of the Union that it should be applied to the hourly
rate.

Case #SC-5-6-7167.

JSC Motion: The claim of the Union be upheld.

Deadlocked Southern California JSC May 2, 1966.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-6-2484 Illinois California Express

P & D Billy R. Hagaman states: We are filing for Saturday work on
Dispute April 9th, the Company laid off 5 - 20% men on Thursday and used
them on Saturday which is our premium day. I. C. X. has a straight
Monday thru Friday work week bid. On Monday, Tuesday, and
Wednesday of that week they used from 21 to 15 casuals each day
and on Thursday laid off 5 - 20% men for lack of work and brought
in on Saturday the 9th. We have worked Saturday for the past year
by seniority. The contract reads where Saturday or Sunday is a
premium day as such this practice shall remain in effect. We the
undersigned have worked on Saturday at I. C. X. by seniority before
the 20% practices were called in this has been going on for about
18 months. T. R. Wichman Jr., Billy R. Hagaman, Allan Speth,
Al Farner.

Case #73.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
8-6-2485 Pacific Intermountain Express

P & D Harold D. Fletcher states: Called 3 - 20% in under me on March
Dispute 31 and told me to go home.

Case #64.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
8-6-2486 United-Buckingham

P & D Frank E. Bushnell states: I was injured 6-26-66 at North Eastern
Dispute Frt. dock. I was off work until 6-31-66 at which time I went back
to the doctor and was okayed to return to work. When I went to
work, the Company refused to let me go to work, stating my doctor's
release was not enough and I went back to the doctor and received
another release and in the process of running back and forth, the
Company was responsible for me losing 2 hours work.

Case #77.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-6-2487 Sites Freightlines

P & D Local 81 is claiming that Sites Freightlines is in violation of
Dispute the Pick-Up and Delivery Supplemental Agreement by not paying
 Larry Doyle the checkers wage rate.

The Union is claiming back pay amounting to the difference in
classification rates for employee Larry Doyle.

Case #764.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-6-2488 Nehalem Valley Motor Freight

P & D Local 81 is claiming that Nehalem Valley Motor Freight is in
Dispute violation of the Oregon Pick-Up and Delivery Agreement by requiring
 Washington based short line drivers to perform pick-up and delivery
 work in Portland, Oregon on equipment other than their own.

Case #757.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 146, Colorado Springs, Colorado, and
8-6-2489 Navajo Freight Lines

P & D Charles Bergstrom states: The first of February when the bid
Dispute sheet was posted I bid for heavy duty. I haven't been getting it.
I went to Mr. Easton and asked him why and he told me that he
would tell the dispatcher to see that I got it. Nothing changed, so
I went to Mr. Easton again and asked him why. He informed me
that all he had to do was to pay me the .05¢ difference in pay and
if I didn't like it, to make it up with the Union.

On 3/23/66 and 3/28/66 the youngest man was worked heavy duty
in my place and he received 3/4 hrs. overtime each day.

Case #15.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 146, Colorado Springs, Colorado, and
8-6-2490 Navajo Freight Lines, Inc.

P & D Charles Bergstrom states: When bid sheet was posted I bid
Dispute heavy duty. I haven't been allowed to work it. On 4/4/66 I was
sent home and the younger man was used to work and pick up
and weigh meat trailers which took him 1 1/2 hours overtime.

Case #14.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
8-6-2491 Garrett Freight Lines

P & D The Union claims local men take trips into the Stockton-Modesto
Dispute area after stripping freight in the morning. The Union claims
P & D scale and not short line pay.

The Company claims runs have always been bid as peddle runs
and posted as such. Local P & D and peddle runs have always been
bid as such and paid under the short line scale.

The Union claims the men involved are doing local P & D work
before and after peddle run and runs are bid off P & D list.

Case #CV-66-1416.

JSC Motion: That the Union's position be upheld.

Deadlocked California Valley JSC June 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 150, Sacramento, California, and
8-6-2492 Interstate Motor Lines

P & D Union requests that Company be instructed to pay local man
Dispute 8 hours pay for work subbed on April 1, April 4 and April 8, 1966.

Case #CV-56-1388.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC May 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
8-6-2493 N. P. Transport

P & D Request 8 hours pay for each day the above named Company spotted
Dispute trailers at Motor Parts Warehouse and Midland Implement Company
in Billings for the following men:

James L. Smith - January 27 and 28th
Garland E. Wattles - January 28th
Dennis W. Gullette - January 7, 13, 20, 26 and 27th - Feb. 3rd.

Union contends that the men involved in this case were deprived
of work when the trailers were spotted at the consignee's place
of business, and that this practice comes under Article 32 -
Sub-Contracting.

Case #M-583.

JSC Motion: That in Case M-583 the pay claims of Smith, Wattles
and Gullette be denied.

Deadlocked Montana JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2494 California Motor Express

P & D The Local Union protests the submission of the bids in behalf of its
Dispute members employed and working under the Master seniority list at
this Company.

The Local Union submits that these bids as submitted do not conform to the intent and the purpose of the posting of bids under the Freight Agreement in effect as well as not properly listing all applicable runs and positions; as well as tending to misleading and deceiving the employee as to the specific run opposition they desire to exercise their seniority for the purpose of bidding. The Local Union therefore is requesting that the Employer be instructed to comply and to properly submit its bids in accordance to the Freight Agreement as cited.

The Local Union further requests that the employer take no additional action on the implementation of the posted bids pending action of the Joint State Committee on this grievance.

Case #SC-7-6-7613.

JSC Motion: That Case #SC-7-6-7613 is forwarded to the JWAC for handling under Article 43, Section 1-D of the W. S. A. Pick-Up and Delivery Agreement. MOTION CARRIED.

Southern California JSC date of action July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2495 Denver Chicago Trucking Company

P & D I am a laid off employee of West Coast Fast Freight, and in
Dispute line with the JAC decision I should have been called back to work.
As a result of not being called back to work, junior men worked
in my stead. I claim all time lost and to be put in the proper
place on the seniority list of the Company.

Case #SC-5-6-7234.

JSC Motion: That the claim of N. McIntyre be allowed.

Deadlocked Southern California JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2496 Denver Chicago Trucking Company

P & D On Saturday, April 2, 1966, James Deaton, a junior man to me
Dispute was worked and I was not. My claim is for 8 hours pay at one
and one-half times the regular rate for Deaton working in my
stead. Claim is for \$41.88.

Case #SC-5-6-7235.

JSC Motion: That the claim of A. Garcia is allowed.

Deadlocked Southern California JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2497 Griley Security Freight Lines

P & D Local 208, on behalf of Richard Redding and/or any other properly
Dispute entitled senior driver claims \$60.20 representing 11 1/2 hours
premium work time granted a junior employee, Jimmy Yates, on
May 7, 1966.

Case #SC-6-6-7424.

JSC Motion: That the claim of Richard Redding is denied.

Deadlocked Southern California JSC June 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2498 Hardy Trucking Company

P & D The Local Union is asking that Hardy Trucking pay Alfred Belt's
Dispute Health and Welfare from May 1, 1965 to December 30, 1965,
 under the terms of the Agreement as set forth in Article 40,
 Section 3, of the Western Master Freight Agreement Local Pick-Up
 and Delivery.

The reason being Alfred Belt received an on-the-job injury on
December of 1964, at which time we were negotiating a contract.
The contract was signed April 15, 1965. We are asking that
Hardy Trucking pay under the agreement as set forth above, pay
for the month of May 1, 1965 through December 30, 1965.

Case #SC-5-(3)-6-6987.

JSC Motion: That the claim of Alfred Belt is denied.

Deadlocked Southern California JSC May 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2499 Interlines Blankenship Motor Express

P & D Case #7247: On April 2, 1966, line driver Willis working out of
Dispute the Oakland, California terminal, dropped trailers 709 and 444
 at Hopper Freight Lines, by-passing the Los Angeles Interlines
 Blankenship dock, to deprive regular 208 members of premium
 day overtime. This is Saturday on a rotation basis. This claim
 is for 8 hours at time and one-half. Total claimed by Miller -
 \$41.88.

Case #7248: On Saturday 3-26-66, line driver of Oakland dropped
trailer at Hopper Truck Lines. The Company did not make an
attempt to call this member in to work. This claim is for 8 hours
pay at time and one-half. Total claimed by Rittenhouse - \$41.88.

Case Numbers - SC-5-6-7247 and 7248.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2500 Metropolitan Warehouse Company

P & D The Union claims that Aaron A. Miller bid House Account T.C.D.
Dispute on January 17, 1966. When T.C.D. moved their yard to P.M.T.
 yard, the Company did not allow Miller to go with his bid decision.

We are asking 1 1/2 hours per day for all days that non-bid men
worked in his stead.

Case #SC-6-6-7454.

JSC Motion: That the Union's position be upheld.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2501 Navajo Freight Lines

P & D We claim that Navajo Freight Lines is using subterfuge under
Dispute Article 32 in that they are interlining freight within the bidded runs
and the Local Cartage area that is presently covered by the bid which
was effective from June 1, 1961. We therefore claim that on June
8, 1966, Navajo then farmed out freight to S. & M. Freight Lines
covered by bidded run #9, which covers the Long Beach - San Pedro
area. We claim on behalf of Troy Barnett, 2 hours at one and one-
half times at his applicable rate. Total amount of claim - \$10.10.

Case #SC-7-6-7628.

JSC Motion: That this case is forwarded to the Joint Western Area
Committee in accordance with Article 32 of the National Master
Freight Agreement. MOTION CARRIED.

Southern California JSC date of action July 14, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2502 O.N.C. Motor Freight System

P & D During the period from July, 1964 to and including the present, the
Dispute Employer has maintained a practice assigning line driving work
 to junior employees. Work which Birnbaum was qualified, able and
 available to perform also; work which Birnbaum was entitled to in
 accordance with his seniority.

For, and on behalf of Birnbaum, the Local Union requests that
Birnbaum be offered and assigned such extra line work in accordance
with his seniority.

The Local Union also requests the difference in any and all monies
earned by junior employees who worked in his stead, during the
period set forth herein.

Further, the Local Union requests an examination of the Employer's
pertinent records so as to ascertain the exact amount of monies due.

Case #SC-6-6-7455.

JSC Motion: That the claim of Lester Birnbaum is denied.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2503 Santa Fe Trail Transportation

P & D The Union claims that on Friday, March 18, 1966, Monroe Freund
Dispute was dispatched to Anaconda Wire Co., Orange, California at
 10:35 a.m. instead of Borunda.

The Union claims that this was a mis-dispatch and Borunda should have received the dispatch. The Union claims all overtime hours worked by Monroe Freund, pending going through the records.

Case #SC-6-(5)-6-7283.

JSC Motion: That the claim of Robert Borunda is denied.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2504 Santa Fe Trail Transportation

P & D The Union claims that Santa Fe brought F. M. Ward in at 8:00 a.m.
Dispute and brought in the senior man, John Pawelski at 10:00 a.m.

We claim the difference in money that was earned that Pawelski
should have earned pending going through the records.

Case #SC-6-6-7466.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2505 Smith Transportation

P & D Thomas Anderson having an established 1:00 p.m. starting time,
Dispute and, whereas, during the period from March 28, 1966 to April 4, 1966,
 Anderson was brought in and assigned work with an earlier starting
 time.

For, and on behalf of Anderson, the Local Union claims premium
time (time and one-half) for all time worked by Anderson prior to
his 1:00 p.m. starting time, together with an 8-hour guarantee from
said starting time, for the period set forth herein.

The Local Union further requests an examination of the Employer's
pertinent records so as to ascertain the exact amount of monies
due.

Case #SC-6-6-7472.

JSC Motion: That the claim of Thomas Anderson be denied.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2506 Thunderbird Freight Lines, Inc.

P & D Local 208, for and on behalf of Tom Lew Ray, claims entitlement
Dispute to minimum of \$619.16, representing 23 days of improper layoff
 wherein drivers with lesser or no seniority worked in his stead.
 Inspection of records is requested for purpose of determining
 additional entitlements.

Case #SC-6-6-7474.

JSC Motion: That the claim of Tom Lew Ray be denied.

Deadlocked Southern California JSC June 10, 1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2507 Trojan Freight Lines

P & D T. M. Lewis having been employed by the Employer as a "Helper"
Dispute and, whereas, at various periods during the course of his employment,
Lewis has been placed on an improper layoff, thereby being deprived
of the 40 hour guarantee in accordance with the Freight Agreement
as cited.

For, and on behalf of Lewis, the Local Union claims the difference
in what Lewis received and the 40 hour guarantee for all such
periods of this improper layoff involved.

The Local Union further requests an examination of the Employer's
pertinent records so as to ascertain the specific and exact amount
of monies due.

Case #SC-6-(5)-6-7301.

JSC Motion: That the claim of Lewis is allowed.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
8-6-2508 Pacific Intermountain Express

P & D
Dispute

Steve Masich is a Salt Lake City dock man not qualified as a short line driver. Mr. Liddell is a Salt Lake City bid short line driver and is junior in seniority standing to Masich. The Company posts a bid sheet early in the week for anticipated available weekend work and awards the weekend work to the successful bidders on Friday. Pursuant to this practice Mr. Masich bid, was awarded and worked his first choice of weekend work for three Saturdays, November 5, 13, and 20, 1965. Pursuant to the Company's established practice, Mr. Liddell bid for weekend work and was awarded and worked the three Sundays, November 7, 14 and 21, 1965.

In each instance after the weekend work had been awarded in accordance with the bidding procedure as described above, the Company required additional short line drivers on the three Saturdays. The Company called Mr. Liddell to perform this short line work under the provisions of the short line rider which requires that all short line work be assigned to short line men. This work was performed on the Saturdays by Mr. Liddell at straight time as provided in the Rider. As a result of performing the short line work on Saturday, Sunday became the seventh day and Liddell was paid double time for his Sunday dock work.

It is the Union's position that the short line men are not entitled to perform any work at all on the dock on either Saturday or Sunday until all other employees on the seniority list have received seven full days. Since Masich is senior to Liddell, he should have been entitled to the Sunday dock work at double time.

Case #673 (Jan. 66-20).

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC May 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-6-2509 Transcon Lines - (Rivera)

P & D For and on behalf of: D. E. Hood.
Dispute

"I was advised on Friday, May 28, 1966, by message from R. Newman that the scheduled Saturday shift was cancelled. The Company changed this and worked several junior men to me on Saturday constituting a 14 hour work claim on my part. I am asking for 14 hours pay in the total amount of \$70.56,"

Case #SC-7-6-7595.

JSC Motion: That based on the facts presented, the claim of D. E. Hood be allowed.

Deadlocked Southern California JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-6-2510 Transcon Lines - (Rivera)

P & D For and on behalf of: D. J. Brackelsberg.
Dispute

"I was awarded the 6:00 P.M. shift on 5-28-66 and then the shift was cancelled and then re-opened. A man of less seniority worked and I was not notified, and I feel I have 14 hours pay coming in the total amount of \$70.56."

Case #SC-7-6-7596.

JSC Motion: That based on the facts presented, the claim of D. J. Brackelsberg is denied.

Deadlocked California Bay JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-6-2511 Transport Clearings

Office For and on behalf of: Carolyn Cassetta.
Dispute

"I requested July 16, 1966 to July 24, 1966 for my vacation.
It was denied me.

Fern Flannery, employee, was given this date for vacation
and she has less seniority than I."

Case #SC-5-6-7194.

JSC Motion: That the claim of Carolyn Cassetta is denied.

Deadlocked Southern California JSC May 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 467, San Bernardino, California, and
8-6-2512 Santa Fe Trail Transportation

P & D Local 467 hereby files a five day tie-up notice under Article 43,
Dispute Section 5, of the National Master & Local Pick-Up & Delivery
Supplemental Agreement against Santa Fe Trail Transportation
in the amount of \$105.87 on behalf of Harold Odoroff.

The Company is in violation of Article 48, Section 5, and
Article 48, Section 10 of the Pick-Up & Delivery Agreement.

Case #SC-6-6-7337.

JSC Motion: That due to the facts presented, whenever Odoroff
terminated his shift and junior men were working on overtime,
Odoroff will be compensated the difference in pay and whenever
Odoroff terminated his shift and junior men were on straight time,
the claim will be disallowed.

Deadlocked Southern California JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 542, San Diego, California, and
8-6-2513 Cal-Canadian Motor Express and Cal-Pacific Company

P & D
Dispute

Case #7338:

Cal-Canadian Motor Express has failed to notify proper agencies of the new men hired to circumvent paying Health & Welfare & Pension.

Huey Coney	\$163.66 Health & Welfare & Pension
Ronald Watters	\$174.86 Health & Welfare & Pension
Walter Proch	\$ 39.20 Pension Only-Plus Health & Welfare

Case #7339:

Cal-Canadian is in violation of Article 43, Section 5 and Article 47, Section 4.

Case #7340:

Huey Coney started to work for Cal-Canadian Motor Express January 12, 1966, and Cal-Canadian Motor Express said he has never worked for them, that he works for Cal-Pacific Company.

On March 3, 1966, I filed a claim for \$484.04 for wages due and Cal-Canadian paid this man and settled this claim. It is my opinion that Cal-Canadian and Cal-Pacific are one and the same.

On May 4, 1966, I filed another claim with Cal-Canadian and Cal-Pacific and the registered receipt to Cal-Pacific came back signed by Cal-Canadian.

Since filing this last claim they have been using other men rather than Huey Coney. I request back pay and compensation for Huey Coney for all time worked by junior men.

Case #7341:

Cal-Pacific Company is in violation of Article 48, Section 10. Huey Coney has been sitting home and not working because Jim Manlowe has asked him to forget about previous case filed in our area instead of working Coney, April 25, 26, 27, 28, 29, 1966.

Case Numbers SC-6-6-7338, 7339, 7340 and 7341.

JSC Motion: That the three (3) Companies, Cal-Canadian, Cal-Pacific and Nationwide are considered to be one and the same and that Coney is an employee of Cal-Canadian and that the claims of Coney are allowed.

Deadlocked Southern California JSC June 6, 1966.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-446) LEONARD FRANCIS BARREA, member of Local 741, Seattle, Washington. Employee of Garrett Freightlines Inc. Request is for a period of ninety (90) days, effective May 23, 1966, for the purpose of qualifying for a Supervisory position.
- (L-447) SAM BRUNO, member of Local 208, Los Angeles, California. Employee of West Coast Cartage Co. Inc. Request is for a period of ninety (90) days, effective May 16, 1966, for the purpose of Dispatcher.
- (L-448) CLIFFORD E. COOPER, member of Local 962, Medford, Oregon. Employee of O.N.C. Fast Freight. Request is for a period of ninety (90) days, effective June 6, 1966, for the purpose of taking position of Business Representative for Local 962.
- (L-449) ALVIN B. COULTER, member of Local 17, Denver, Colorado. Employee of Scott Truck Line, Inc. Request is for a period of thirty (30) days, effective May 2, 1966, for the purpose of working as a Salesman.
- (L-450) ODIE L. DECK, member of Local 208, Los Angeles, California. Employee of I.M.L. Freight, Inc. Request is for a period of ninety (90) days, effective May 16, 1966, for the purpose of non-Union Supervisory position.
NOTE: Previous leave in June, 1965 - no record of this with the Freight Division)
- (L-451) BILLY J. DUNGEY, member of Local 357, Los Angeles, California. Employee of Wescar Terminals Inc. Request is for a period of sixty (60) days, effective June 1, 1966, for the purpose of non-covered position (Foreman).
- (L-452) H. F. HANNIGAN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Co. Request is for a period of 3 months, effective May 4/66 for the purpose of serving as a Supervisor in Operations Department.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-453) FRED P. McDEVITT, member of Local 224, Los Angeles, California. Employee of Reliable Trans. Co. Request is for a period of ninety (90) days, effective March 30, 1966, for the purpose of Union activities.
- (L-454) MARY ANNE TIERNEY, member of Local 357, Los Angeles, California. Employee of Valley Copperstate. Request is for a period of ninety (90) days, effective May 16, 1966, thru August 15, 1966, for the purpose of non-Union position.
- (L-455) ROBERT W. TOOKER, member of Local 208, Los Angeles, California. Employee of Superior Express/Superior Fast Freight. Request is for a period of ninety (90) days, effective May 16, 1966, for the purpose of trial as Sales Representative.
NOTE: Original Leave of Absence, commencing July 1, 1965 for a period of 90 days was granted during the August, 1965 JWAC Meetings. Refer to Case #8-5-1988. (L-358).
ALSO: Leave of Absence, commencing September 29, 1965 was DENIED during the November, 1965 JWAC Meetings. Refer to Case #11-5-2087 (L-377).
- (L-456) RICHARD J. CAVE, member of Local 962, Medford, Oregon. Employee of Pacific Motor Trucking. Request is for a period of ninety (90) days, effective June 24, 1966, for personal reasons.
- (L-457) RUSSELL A. SANTRIZOS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective June 5, 1966, for the following reason: "This valued employee would like further time to determine whether or not it would be advantageous for him to accept the responsibility of becoming a Supervisor and relinquishing his seniority rights."
NOTE: Original Leave of Absence, commencing April 5, 1966, for a period of 60 days was granted during the May, 1966 JWAC Meetings. Refer to Case #5-6-2363 (L-435).
- (L-458) CLIFFORD COLLINS, member of Local 208, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective June 1, 1966, for the purpose of training for Supervisor position.
- (L-459) BERT PAAP, member of Local 287, San Jose, California. Employee of Shippers Express. Request is for a period of ninety (90) days, effective June 13, 1966, for the purpose of developing a new business venture on his own.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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- Case # (L-460) VON H. BROWNSON, member of Local 235, Orange, California. Employee of Anaheim Truck & Transfer. Request is for a period of ninety (90) days, effective June 20, 1966 to September 16, 1966, for the purpose of taking position of Dispatcher.
NOTE: Previous Leave of Absence commencing June 21/65 for a period of 90 days was granted during the August, 1965 JWAC Meetings. Refer to Case #8-5-1988 (L-351).
- (L-461) ROBERT D. SMITH, member of Local 856, San Francisco, California. Employee of O.N.C. Motor Freight System. Request is for a period of ninety (90) days, effective June 27, 1966 thru September 26, 1966, for the purpose of being assigned duties which do not fall under the classification of work covered by the contract.
- (L-462) MITCHELL VALENTINE, member of Local 224, Los Angeles, California. Employee of B-B-D-Transportation Company, Inc. Request is for a period of sixty-three (63) days, effective May 23, 1966 to July 25, 1966, for the purpose of temporary management for Cargo Carriers, Inc.
- (L-463) LEONARD FRANCIS BARREA, member of Local 741, Seattle, Washington. Employee of Garrett Freightlines, Inc. Request is for a period of ninety (90) days, effective May 23, 1966, for the purpose of qualifying for a Supervisory position.
- (L-464) WILLIAM MILLER, member of Local 224, Los Angeles, California. Employee of Cantlay & Tanzola - Division of Western Gillette, Inc. Request is for a period of twenty-one (21) days, effective June 27, 1966, for the purpose of relieving Dispatcher who is in hospital (a non-covered position)
NOTE: No record of previous leave with Freight Division.
- (L-465) R. MUNTYAN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of 3 months, effective June 20, 1966 for the purpose of Supervisor - Operations Department.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # 8-6-2514	(L-466)	<u>ROBERT ODOM</u> , member of Local 81, Portland, Oregon. Employee of O. N. C. Motor Freight System. Request is for a period of ninety (90) days, effective July 15, 1966, for the purpose of training for Company Management.
	(L-467)	<u>HENRY P. STEINHAUER</u> , member of Local 287, San Jose, California. Employee of B. Panella Drayage Company. Request is for a period during the agriculture season, for the purpose of working in the capacity of field man.
	(L-468)	<u>ALBERT ROSE</u> , member of Local 287, San Jose, California. Employee of Shamrock Truck Lines. Request is for a period of ninety (90) days, effective July 1, 1966, for the purpose of back disability due to industrial accident.
	(L-469)	<u>RUDOLPHO R. LOPEZ</u> , member of Local 208, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective June 20, 1966, for the purpose of accepting a Supervisory position within the company.
	(L-470)	<u>RAYMOND I. WOLFE</u> , member of Local 17, Denver, Colorado. Employee of Fleet Distributing Service, Inc. Request is for a period of thirty (30) days, effective July 5, 1966, for the purpose of working as a Dock Foreman.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-6-2364 Garrett Freight Lines, Inc.

Interpre- Union claims that Company has not a Tuesday thru Saturday
tation work week; only Monday thru Friday.

Case #66.

JSC Motion: Referred to JWC for interpretation based on these facts.

Colorado-Wyoming JSC March 2, 1966.

May JWAC Action: The committee to retain jurisdiction and that the case be remanded back to a committee from the Union and a committee from the Employers in an attempt to resolve the issues on a local level.

(Same decision applies to Case #5-6-2365 and #5-6-2366)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
5-6-2365 I. M. L. Freight

Interpre- Union claims that the Company does not have a Tuesday thru
tation Saturday work week; only Monday thru Friday.

Case #65.

JSC Motion: Referred to JWC for interpretation based on
these facts.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

May JWAC Action: The committee to retain jurisdiction and that
the case be remanded back to a committee from the Union and a
committee from the Employers in an attempt to resolve the
issues on a local level.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 17, Denver, Colorado, and
5-6-2366 Red Ball Motor Freight

Interpre- Union claims that Company does not have a Tuesday thru
tation Saturday work week; only Monday thru Friday.

Case #43.

JSC Motion: Referred to JWC for interpretation based on
these facts.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

May JWAC Action: The committee to retain jurisdiction and that
the case be remanded back to a committee from the Union and a
committee from the Employers in an attempt to resolve the issues
on a local level.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-6-2377 Transcon Lines

Joint Council 7 Company has no right under the Contract to reject referrals from
Dispute the Hiring Hall.

Case # LD-2139.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 20, 1966.

May JWAC Action: Referred to Joint Council #7 Hiring Hall
Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-6-2378 Transcon Lines

Joint Cases originally filed through hiring hall committee. Hearings
Council 7 consolidated by agreement.
Dispute

Brotherhood of Teamsters, Local 70 wishes to refile Joint Council
Labor Management Committee Case Numbers LD-1785 and LD-1789,
in accordance with the decision of Joint Western Area Committee
Case No. 5-5-1879.

Case Numbers LD-1785 and LD-1789.

May JWAC Action: That in this case and cases pertaining to this
case be referred back to the Hiring Hall Committee for adjudication.
In the event that they don't hear them, that this committee will
hold jurisdiction and then hear them, and that rules of procedure
governing the committee action of the Hiring Hall be reduced to
writing.

August JWAC Action: Based on the facts presented in Case 1879
involving Local 70 and Pacific Intermountain Express, that the
claim of the Union be denied in accordance with Article 38, Section 4
of the Local 70 P & D Agreement, with the understanding that the
decision in this case sets no precedent for future cases.

NOTE: This is a statement of the two Co-Chairmen: It was not
the intent of the Local Union to apply the decision in this case to
Cases LD-1741 - 55, - 66, - 85, - 89, - 91, - 92, - 93, - 94, -
95, - and - 96, and those cases are referred back to the parties
for further investigation.

February JWAC Action: Postponed.

May JWAC Action: Referred to Joint Council #7 Hiring Hall
Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
5-6-2405 Helphrey Motor Freight, Inc.

OTR We are requesting cease and desist operation of a piggyback
Dispute movement created by this company between Portland, Oregon and
Spokane, Washington and Spokane-Portland. This operation has
caused two (2) men to lose trips to Toppenish, Washington each
night.

Case # 1355 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC March 2, 1966.

May JWAC Action: The case is referred back to the parties for
settlement and the committee retain jurisdiction if it can't be settled.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2449 Peters Truck Lines

Joint
Council 7
Dispute

On 12/20/65, at 1:00 p.m., a Redding line driver with Tractor 216 and Vans 307 and 318 delivered a load of potatoes (900 bags) to Lucky Stores in San Leandro on Peters B/L 104112 from Louie Zenter of Hatfield, California. In order to get to Lucky Stores, the unit had to pass by Peters Oakland terminal. After delivery the driver returned to the Oakland yard for layover.

A month earlier, line driver NUNES had an identical load which he delivered, which also contained freight for the Oakland terminal. After the delivery of the spuds, he brought the freight to the Oakland yard and took his layover.

On 1/26/66, driver Wilson from Sacramento passed the Oakland terminal and dropped a Sea-Van at the Matson Terminal in Alameda. He then returned to the Oakland terminal and picked up Van 312 loaded with freight and sent to Sacramento.

On occasion there have been loads of spuds to Santos Produce in Hayward where the delivering driver would either lay over at the Oakland terminal or drop his empty at the terminal and pick up a loaded van for delivery outside of the local jurisdiction.

Therespecific incidents are clear violations of terminal by-passing to avoid using local men and paying local wages.

Case #LD-2239.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Nos. 5-6-2449, 2450 and 2451 between Local 70 and Peters Trucking will be postponed with the stipulation that if the claim is upheld at the August JWAC, there will be no pay claim for the period between the May JWAC and the August JWAC.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2450 Peters Truck Lines

Joint On Friday, 2/4/66, employee Howlett of Peters dropped a van at
Council 7 Safeway Produce in Richmond to be unloaded at Safeway convenience.
Dispute On 2/5/66, Saturday, the empty van was picked up by Ray Archer,
a lease driver, and returned to the Oakland terminal.

The empty van should have been picked up by a Local 70 man
employed by Peters Truck Lines.

Case # LD-2241.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Nos. 5-6-2449, 2450 and 2451 between
Local 70 and Peters Trucking will be postponed with the stipulation
that if the claim is upheld at the August JWAC there will be no pay
claim for the period between the May JWAC and the August JWAC.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2451 Peters Truck Lines

Joint On Saturday, 2/19/66, driver Palmer from Redding unloaded
Council 7 potatoes at Safeway in Richmond, then dropped one empty at Denver-
Dispute Chicago Terminal in Oakland, brought other empty into terminal,
picked up two freight vans and returned to Redding.

Violation of Article 45 to avoid paying local men.

Company claims the Redding-Oakland run is under the Agriculture
Agreement. The Oakland-Redding is standard line work.

Case # LD-2289.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Case Nos. 5-6-2449, 2450 and 2451 between Local
70 and Peters Trucking will be postponed with the stipulation that
if the claim is upheld at the August JWAC there will be no pay claim
for the period between the May JWAC and the August JWAC.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California,
5-6-2452 Local 315, Richmond, California, and
Robertson Drayage

Joint Local 70 claims that when Robertson spotted 3 vans at Ford
Council 7 Motor in Richmond, Local 70 drivers should have stayed with
Dispute the equipment. Local 315 claims that the 3 vans should have been
unloaded by Local 315 men instead of UAW employees at Ford.

Case # LD-2260.

Joint Council #7 Labor-Management Committee Motion: That
the claim of Local 70 be denied and the claim of Local 315 be
upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-6-2453 Santa Fe Trails

Joint Casual dispatched from the Hiring Hall should be paid for the day
Council 7 the Company refused to work him because the Company is practicing
Dispute alleged discrimination.

Company has right to reject any man dispatched from the Hiring
Hall per Article 38 (4). No discrimination due to Union membership
or activities.

Case # LD-2285.

Joint Council #7 Labor-Management Committee Motion: That
on the facts presented in this case, the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

May JWAC Action: Referred to Joint Council #7 Hiring Hall
Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-6-2515 Atlas Freight Lines

Joint Stan Botelho left his job on November 11, 1964 to accept a position
Council 7 with Local 70 as Trustee. On June 6, 1966, he stated that he
Dispute was no longer working with the Union and requested that the Company
reinstate him with full seniority.

Case #LD-2375.

Joint Council #7 Labor-Management Committee Motion: That
due to the evidence submitted by both parties and the failure of the
Company to send a 72-hour notice, Botelho shall be returned to
work July 5, with no loss of seniority, and the money claim is
denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 30, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-6-2516 Haslett Trucking Company

Joint Summation of Union Position: Night shift hostlers work within the
Council 7 pig yard away from the Company terminal should be paid time
Dispute and one-half.

Summation of Employer Position: This grievance was heard
on April 21, 1966 and decided in favor of the Company.

Case #LD-2328.

Joint Council #7 Labor-Management Committee Motion: That
the decision in LD-2259 is final and binding.

Deadlocked Joint Council #7 Labor-Management Committee
May 19, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-6-2517 March Transportation (Clipper Carloading)

Joint Delta drivers are spotting trailers at the Clipper dock through
Council 7 their interline agreement. The Delta drivers must drop the box in
Dispute the Clipper yard and Clipper hostlers have to spot the vans against
the dock.

Summation of Employer Position: The Company is within the
Contract by having the spotting performed by Local 70 employees
of Delta, that is, Article 45 states that "only persons working under
the jurisdiction of the Agreement shall (1) Drive, load and unload,
etc." and this allows the Delta driver to spot the trailer at the
Clipper dock.

Case # LD-2364.

Joint Council #7 Labor-Management Committee Motion: That the
Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-6-2518 Pacific Intermountain Express

Joint Trailers originate in Los Angeles and are destined for Reno. The
Council 7 trailer comes into the W P pig yard in Oakland. P.I.E. dispatches
Dispute line drivers who bobtail (with dolly) to the WP yard, pick up the
set of doubles and go to Reno. They have instructions not to
return to the local terminal after picking up the boxes.

The boxes must be taken from the pig yard to the Oakland terminal
by Local 70 people and then dispatched to Reno with Local 468
line drivers.

Case # LD-2341.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-6-2519 Panda Terminals

Joint On May 23, 1966, a Panda Driver from Oakland went to San
Council 7 Francisco, picked up a Local 85 lumper, and went to Brill
Dispute Electric to unload. Brill told Panda to leave the trailer for
delayed unloading. The lumper was paid a 2 hour minimum
according to the contract.

Union claims the driver must stay with the equipment and the
equipment must be unloaded by Local people.

Case #LD-2340.

Joint Council #7 Labor-Management Committee Motion: That
because a Local 85 lumper was hired, the claim of Local 70
is denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-6-2520 Panda Terminals

Joint Council 7 Dispute Sims is entitled to a day's pay because the Company used a Junior man. Sims was on layoff (one day) and called the Company at 7:00 a.m. and was told there was no work. The Company then found out there was work and used a man from the hall.

The Company, after finding there would be work, called the man's home at 7:30 and he wasn't there. They called the hiring hall at 7:30 and the man was not there, so the Company requested a man. The Company contends that the contract procedure on recalling was fulfilled.

Case # LD-2329.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 19 , 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
8-6-2521 Ringsby

Joint The Company cannot eliminate 7:00 a.m. starts because the
Council 7 Company bid the early starts with a guarantee of 1 hour overtime.
Dispute

The Company has never bid early starts. This was simply one hour of terminal overtime according to the agreement. Now a grave yard shift has been added and the Company starts all men at 8:00 a.m.

Case #LD-2300.

Joint Council #7 Labor-Management Committee Motion: That the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
8-6-2522 T.I.M.E. Freight, Inc.

Joint The man punched in on May 12, went to work, then requested
Council 7 that he go to doctor, which he did. The Union claims 8 hours
Dispute because the man worked "any part of a day", according to the
contract.

Summation of Employer Position: The man punched in at 7:50,
did NO work, requested a doctors appointment prior to 8:00 a.m.,
and therefore is not entitled to any pay for the day. His start time
is 8:00 a.m.

Case # LD-2346.

Joint Council #7 Labor Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-6-2523 T.I.M.E. Freight, Inc.

Joint Council 7 Man was on sick leave due to injury received on May 3, 1966.
Dispute Showed up for work on May 9, 1966, punched in, requested doctor's
appointment and went to doctor.

The man should be paid his eight hour guarantee for the day.

Summation of Employer Position: The man showed up in sport
clothes and had no intention of working, evidenced by his telling
Management prior to 8:00 a.m. that he had a doctor's appointment,
and also his clothing was not of the type he normally wears for work,
that is, slacks, sport shirt, etc.

Case # LD-2347.

Joint Council #7 Labor-Management Committee Motion: That
this case be referred back to the parties for possible settlement,
this committee to retain jurisdiction.

Deadlocked Joint Council #7 Labor-Management Committee
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-6-2524 West Coast Fast Freight

Joint Man should be allowed to take vacation prior to anniversary date
Council 7 during first year of employment. Company must pay prorated
Dispute vacation when man goes on vacation.

Man has not completed his first year of employment. Man has to
wait until first anniversary date before he can go on vacation and
receive vacation pay.

Case # LD-2327.

Joint Council #7 Labor-Management Committee Motion: That
the Union claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 19, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-6-2525 West Coast Fast Freight

Joint Council 7 Dispute The Company interlines freight with the Western Pacific Railroad under Plan 5 piggyback. Night hostlers are pulling the trailers from West Coast Fast Freight terminal to the W.P. yard on a thru billing interline basis. The hostlers are being paid rate plus 10%.

This is Pick-Up and Delivery work and the night hostlers should be paid time and one-half the hostler rate.

Case #LD-2348.

Joint Council #7 Labor-Management Committee Motion: That the case be referred to the JWC for interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of action
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-6-2526 Pacific Intermountain Express

OTR Local 81 is claiming 11-1/2 hours terminal delay time for
Dispute sleeper team Guill and Clifton from Pacific Intermountain
Express.

Case #747.

JSC Motion: That the Union's claim be allowed.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-6-2527 United-Buckingham Freight Lines

O-T-R Local 81 is claiming runaround pay for Charles Layton from United-
Dispute Buckingham Freight Lines amounting to one and one-half hours.

The Union contends that Layton reported to the Spokane terminal at 8:00 P.M. after having received a call at 6:15 p.m. at the hotel. When he arrived at the terminal he discovered that two junior men had been dispatched ahead of him by about one and one-half hours. The Union contends that the agreed upon dispatch rules provide that drivers are supposed to be dispatched out of Spokane in the same order that they left Portland. The Union contends that Layton is entitled to pay as claimed.

The Company contends that the dispatcher on duty in Spokane was informed that four rigs were ready to go, he called the Desk Clerk at the hotel, which is the normal procedure and left the names of the four drivers to be alerted; all were called at 6:15 p.m. The two junior drivers were at the terminal within a half hour, Layton chose to take his two hour call. The Company contends that they are not compelled to hold the drivers who want to report and leave.

Case #756.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-6-2528 Consolidated Copperstate Lines

O-T-R Local 180 takes the position that Consolidated Copperstate Lines
Dispute owes Earl Hickman 20 hours time at the rate of \$3.15 per hour,
a total sum of \$63.00. Mr. Hickman left a note to the dispatcher
that he wished to get off bid sleeper and return to the extra board
in seniority order. The Company refused to let him off the truck
because of a directive on jurisdiction between Local 180 and Local 224.
The Company has been directed both orally and in writing to let
Mr. Hickman return to the board and did not do so. Local 180 is
asking Mr. Hickman be compensated for time and placed on the
board as directed.

Case #SC-7-(4)-6-7102.

JSC Motion: That the claim of Earl Hickman be allowed.

Deadlocked Southern California JSC July 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-6-2529 Pacific Intermountain Express

O-T-R It is the position of Local 180 that Earl E. Woodard is entitled to
Dispute 9-1/2 hours pay due to the fact that Woodard reported for work
at 11:00 P.M. on May 3, 1966, his pay check was not available,
this is per contract at P. I. E. Dispatcher Gahns called D. E. Riley,
road Supervisor. Woodard was informed that they had called an
extra man to take his place and not to leave the terminal until the
payroll girl came in. He waited until 9:00 A.M. May 4, 1966.
Therefore, we are asking for 9-1/2 hours, a total of \$29.93.

Case #SC-7-6-7575.

JSC Motion: That based on the facts presented, the claim of
Earl Woodard be allowed.

Deadlocked Southern California JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-6-2530 Pacific Intermountain Express

OTR Local 180 takes the position that C. Pflughoeft and V. Owings are
Dispute entitled to 9 hours pay at the rate of \$3.15 per hour, a total sum
 of \$28.35 due each man. On February 27, 1966, this team arrived
 in Denver at 7:00 a.m. and were put off duty for a period of 6
 hours, while waiting for the Tractor unit B-1280 to be steamed
 cleaned for a load of ammunition west bound. Again, on April 28,
 1966, this team was put off duty at Denver for the same reason.
 In both instances the load had been ready for more than 20 hours
 upon arrival.

Case #SC-6-6-7500.

JSC Motion: That the claim of Pflughoeft and Owings be denied.

Deadlocked Southern California JSC June 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-6-2531 Watson - Wilson Transportation

O-T-R Local 180 takes the position that Charlie Gray did not voluntarily
Dispute quit his employment at Watson-Wilson Transportation Company.

Mr. Gray accepted employment under Article 5, Section 6 (A-2) and did return to the layoff list and asked for his place on the layoff seniority list. He did not stay the full 30 days, therefore, he should retain his seniority.

Case #SC-7-6-7586.

JSC Motion: That the 30 day provision of Article 5, Section 6 (A-2) apply to Article 5, Section 1 - two year layoff.

Deadlocked Southern California JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
8-6-2532 Garrett Freightlines

OTR It is the contention of the Union that Garrett Freightlines are in
Dispute violation of their westend sleeper cab bids, and Local 190 is
requesting that the Company be ordered to pay each bid sleeper
driver the difference in mileage between Missoula, Montana and
Spokane, Washington when they have been turned at Missoula and
not allowed to continue to Spokane as they are bid.

Employers position that their Company bid positions and not point
to point cities. Their bid sheets read: "There is one position open
for bid on a Billings to Spokane run." Employer referred to a
stipulation which was signed by the Company and Joint Council 23
to the effect that this was made and worded so that runs could be
stopped at Missoula if needed. This procedure dates back from
the present time to the old Northwest Freightlines operation.

Case #M-592.

JSC Motion: That in Case #M-592 the position of the Union be
upheld and all bid sleeper drivers be paid back pay for each
violation since October 1, 1965.

Deadlocked Montana JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2533 California Motor Express

MASTER The Union is protesting the violation of California Motor Express
Dispute in refusing to comply with Article 3, Section 3 of the National
Master Freight Agreement;

Case #SC-6-6-7412.

JSC Motion: That the Company is properly complying with
Article 3, Section 3 of the National Master Freight Agreement.

Deadlocked Southern California JSC June 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Trucking Association, and
8-6-2534 Local 208 and 357, Los Angeles, California

Interpre- Because of numerous disputes and unauthorized work stoppages in
tation the Los Angeles area, the California Trucking Association on behalf
of Walkup's Merchants Express, and all other C.T.A. power of
attorney members, requests an interpretation of Article 3, Section 4,
of the National Master Freight Agreement in view of the settlement
reached by the Local Unions involved under Article 25 of the
Western States Area Master Freight Agreement 1961-1964 (refer to
Article 30 of the National Master Freight Agreement 1964-1967)

In early 1962, acting under the provisions of Article 25 of the
Western States Area Master Freight Agreement, 1961-1964, a
jurisdictional settlement was reached between Local Unions 208, 224
and 357. This settlement has been interpreted to mean that a local
driver may be required by the employer to load or unload his own
equipment whether on straight time or overtime; load or unload other
than his own equipment if on straight time; and load or unload other
than his own equipment on overtime, provided no Local 357 employees
are on lay off.

This settlement was reaffirmed by officers of the Locals as late as
May 3, 1966, in a Joint State Committee proceeding.

Local 208 now takes the position that a driver employee must unload
his own truck under any and all circumstances. This in effect
guarantees overtime, which is not the intent of the Agreement. Article
48, Section 12, of the Western States Area Pick-Up and Delivery,
Local Cartage and Dock Workers Supplemental Agreement provides,
"Any regular employee called and reporting for duty shall be guaranteed
a minimum of eight (8) hours pay at the regular hourly rate." Overtime
is not guaranteed.

In addition, Local 208 has taken the position that 4-hour casuals,
members of Local 357, may not be used to unload pick up or deliver
equipment, yet regular 357 employees may be used for this work.
The contract does not sustain this position.

Under the provisions of Article 8, Section (a) (1), Paragraph 2, of
the National Master Freight Agreement, it is requested that the
co-secretaries of the Joint Western Area Committee refer this
matter to the National Grievance Committee for action.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2535 Illinois-California Express & C.T.A. Freight Affiliates

Interpre- QUESTION FOR INTERPRETATION: Where Local 208 maintains
tation at great expense to its members a source of "casual" labor known
as the Hiring Hall, and where the Employer refuses or fails to list
his seasonal needs or replacement needs with such source of
available drivers, can it then be construed that the Employer is
circumventing terms of the Agreement? Is the Employer entitled
to by-pass the source of casuals and indefinitely string driver
recruits along in the absence of the Union's agreement that such
"Recruits" are bonified "Casuals".

Case #SC-6-6-7429.

JSC Motion: That this is deemed to be an interpretive matter,
therefore, this case is referred to the J.W.A.C. Motion Carried.

Southern California JSC date of action, June 9, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
8-6-2536 I. M. L. Freight, Inc.

OTR Robert Dell Powell is a Salt Lake City domiciled line driver and in
Dispute November, 1965 pulled a Salt Lake City-Boise schedule on a hold
down basis. The Company's sleeper fleet was being re-bid at this
time and Powell's seniority was such as to make him eligible for
a second seat position on a sleeper. He returned to Salt Lake City
from a Boise trip at 03:30 Sunday, November 28, 1965. (Normally
his days off on the hold down would have been the next two days).
The bids on the new sleeper positions were awarded at 10:00 a.m.
on Monday, November 29, 1965 and his first trip as a second seat
sleeper driver started at 05:30 on Wednesday, December 1, 1965.

On behalf of Mr. Powell, the Union claims a runaround since he
did not get out on a sleeper until Wednesday, December 1, 1965.

Case #732 (May 66-5).

JSC Motion: That based upon the facts presented, the claim
be denied.

Deadlocked Utah-Idaho JSC June 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 224, Los Angeles, California, and
8-6-2537 J. C. Christenson Company

O-T-R
Dispute

CASE #7540: Local 224 on behalf of K. Brain is asking he be compensated \$26.35 for misdispatch and runaround by a sub-hauler on 6-6-66. Further information will be presented at the hearing.

CASE #7541: Local 224 on behalf of Dale E. Parker is asking he be compensated \$31.44 for misdispatch and runaround by a leaser on 5-9-66.

CASE #7542: Local 224 on behalf of Dale E. Parker is asking he be compensated \$18.01 for runaround and misdispatch by a leaser on 5-11-66.

CASE #7543: Local 224 on behalf of Dale E. Parker is asking he be compensated \$33.01 for misdispatch and runaround by a leaser on 5-16-66.

Case Numbers SC-7-6-7540, 7541, 7542 and 7543.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC July 11, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
8-6-2538 Milne Truck Lines

OTR Case #7384: Local 224, on behalf of Ken Gubler is asking for 25-1/2
Dispute hours of misdispatch time in the amount of \$80.33 on March 14th
and 15th, 1966, due to trailers being piggy-backed with men and
equipment available. (Trailer numbers 414-421-439-446)

Case #7385: Local 224, on behalf of Albert Oelkers is asking for 22-1/2
hours of misdispatch time in the amount of \$70.88 due to trailers
#706-447 being piggy-backed on or about 3-25-66 with men and
equipment available.

Case Numbers SC-6-6-7384 and 7385.

JSC Motion: That the claim of the Union is allowed.

Deadlocked Southern California JSC June 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-6-2539 T. I. M. E. Freight, Inc.

OTR Case #7401: Local 224, on behalf of Lester W. Simpson is
Dispute asking he be compensated \$62.58 for runaround and misdispatch
when trailer #3517 was dispatched to Phoenix via Thunderbird
Freight Lines on 4-22-66.

Case #7402: Local 224 is asking on behalf of George Broadbent
that he be compensated \$63.37 for runaround and misdispatch when
trailer #3240 was dispatched to Phoenix via Thunderbird Freight
Lines on 4-22-66.

Case Numbers SC-6-6-7401 and 7402.

JSC Motion: That under Article 53, Section E of the W.S.A.
Over-The-Road Supplemental Agreement, the claim of L.W. Simpson
be allowed in the amount of 7 hours; and the claim of George
Broadbent be allowed in the amount of 7-1/2 hours.

Deadlocked Southern California JSC June 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
8-6-2540 Universal Transport System

Cement Case #C-56-11: - Driver Joseph Fonseca worked hauling aggregates
Dispute from Centerville area, Alameda County, to Pacific Ready Mix Company, Mountain View plant. He was paid \$3.15 per hour line, straight time hourly rate in place of \$4.14 per hour, bunker to bunker rate as per Appendix A of the current Ready Mix Building Materials Contract. On 3/23/66 Fonseca had in 9 1/2 hours, 3/24/66 - 10 1/4 hours, and 3/25/66 - 10 3/4 hours. Fonseca was paid \$43.66 short. Union asks that Fonseca be paid and all other drivers so employed be paid the proper rate as per Contract.

Case #C-56-12: - On 2/17/66, 3/28/66, and 4/6/66, driver Ed Haven was assigned to haul aggregates, sand and/or gravel into Pacific Ready Mix Plant on the peninsula from bunker at Niles. He was paid the cement haulers supplement rate of \$3.36 straight time instead of the Building Materials rate of \$4.14 per hour, plus \$6.21 overtime for any hours in excess of eight (8) hours per day. Haven was paid \$33.79 short. Local Union asks that the driver be paid the difference due him as per the contract.

Case #C-56-13: - Driver Elmer Hitchcock hauled aggregates on March 21, 29, and 31, 1966, and was paid \$3.15 per hour straight time. Bunker to bunker or inter-plant rate is \$4.14 per hour and time and one-half after 8 hours. Universal paid \$98.43 gross. Amount short is \$45.95. Union asks that Universal Transport be ordered to pay the scale for this work performed as per contract.

Case #C-56-14: - Driver Barney J. Bonacorso hauled aggregates on February 18 and March 30, 1966, into Pacific Ready Mix Company and was paid \$3.15 per hour straight instead of the bunker to bunker rate of \$4.14, plus overtime over 8. Bonacorso earned \$92.63, was paid \$63.78 - short \$28.85. Union demands that Universal Transport be ordered to pay the scale for this work performed as per contract.

Parties agreed to hear above four cases as one.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley JSC May 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
8-6-2541 Everts Commercial Transportation

MASTER Union claiming fourteen hours pay for Norman Shafer and Tom
Dispute Brown.

Company contends that this case was improperly before this'
committee.

Case #CB-1861.

JSC Motion: That the California Bay Area Committee, by virtue
of the Sleeper Cab Agreement coming under the Dry Freight Agreement,
has jurisdiction to hear this case.

Deadlocked California Bay JSC April 19, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-6-2542 Epperson Trucking

OTR Case #CV-46-1381: Union claims Company did not pay the proper
Dispute pay scale as per contract from March 16, 1965 to January 17, 1966,
to James Elston; also Company did not pay subsistence on layover.

Case #CV-46-1382: Union claims driver James Elston was not
paid holiday pay, namely, Memorial Day, July 4th, Labor Day,
Thanksgiving Day, December 24th, Christmas Day.

Case #CV-46-1383: Union claims Company did not pay James Elston
pro-rated vacation as per contract.

Union contends the information given at the last hearing is the same
and the two companies are one and the same with the equipment
and drivers interchangeable.

Company claims they are two separate companies and sub-haul to one
another. There are two separate payrolls and seniority lists.
Company claims Elston, for whom the claim is filed, never worked
for Epperson but was hired by Starlite.

JSC Motion: That Epperson is in violation of Article 38 of the
O.T.R. Supplement and the claim of the Union be upheld in all
three cases.

Deadlocked California Valley JSC May 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2543 Consolidated Freightways

O-T-R Pay claim for Whitten and Knuchel, Union claiming 33 hours and
Dispute 15 minutes runaround for violation of dispatch rules as outlined
in the contract under Sleeper Cabs.

Case #CB-1894.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2544 Delta Lines

O-T-R Runarounds for Abbott, Zack, Goodpasture, Davis, Parker,
Dispute Hilsmann, Myers and Johnson. Union is claiming runarounds
for these men because the Company ran bid men in place of extra
board men on the weekend, which was not their bid.

Case #CB-1883.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC May 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2545 DiSalvo Trucking

O-T-R Money dispute for Oxford and Woods.
Dispute

Woods and Oxford are claiming runaround at Los Angeles because
a San Francisco driver pulled the load to Oakland.

Case #CB-1895 and CB-1896.

JSC Motion: That based on the facts presented in this case, the
Union's claim be denied.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2546 Pacific Intermountain Express

O-T-R Pay claim for Pratt and French. Union claiming the difference
Dispute between a Salt Lake trip and a Chicago trip. Drivers were
dispatched to Salt Lake City with straight Chicago loads on
trailers N-9326 and N-9065.

Case #CB-1902.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2547 Pacific Intermountain Express

O-T-R Pay claim for Anglin and Francis. Union claiming 14 hours pay
Dispute at Salt Lake City. Drivers were held on duty for a Denver load
and a Los Angeles team which arrived approximately ten minutes
ahead of the Oakland team, was given an Oakland load, then the
Oakland team was put off duty for 14 hours.

Case #CB-1901.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2548 Pacific Intermountain Express

O-T-R Pay claim for Bush and Thorstad. Union is claiming 5 hours
Dispute terminal delay in Chicago. Drivers arrived at Chicago and
dispatcher told them that they had an Oakland load. A little later
dispatcher put drivers off duty because trailer was over-loaded.
Trailer was loaded and closed out eight hours before drivers
arrived at Chicago.

Case #CB-1903.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
8-6-2549 Navajo Freight Lines, Inc.

Auto- Money Claim: Mr. Allen Griggs for the Union, referred to the
motive December, 1965 decision that refueling is Teamsters' work unless
Dispute mechanical work is required. The Union recognizes the problem
of trying to determine in advance when a mechanic may be required.
He said that change of filters is not mechanical work.

Mr. James Jones, representing the International Association of
Machinists, stated that GMC Detroit diesels run out of fuel it is
necessary to change primary and secondary filters and bleed lines
of all air. This is not necessarily so with Cummins engines.

Case #JSC-267.

JSC Motion: That the claim be paid.

Deadlocked Arizona-New Mexico JSC July 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 551, Lewiston, Idaho, and
8-6-2550 Garrett Freight Lines

O-T-R Local 551 and its members protest the Portland, Oregon-Moscow,
Dispute Idaho bid which went into effect May 1, 1966, with drivers based
at Portland, Oregon. The bid being: Portland to Moscow via
Pasco-Colfax or Lewiston.

Case #1393 (U).

JSC Motion: That this matter be referred to the JWAC because
it involves more than one Union area. Motion Carried.

Washington JSC date of action June 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
8-6-2551 Consolidated Freightways, Inc.

O-T-R Protesting Company's action in not allowing Anthony and
Dispute Alburty to move to another station to improve their earning
power.

Case #1409 (U).

JSC Motion: That this matter be referred to the JWAC
because it affects more than one Union area. Motion Carried.

Washington JSC date of action June 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
8-6-2552 Pacific Intermountain Express

Tanker On Monday, the 16th of May at approximately 2:00 p.m. a Western
Dispute Commercial Truck running on P.I.E.'s rights was dispatched to
 Holtville, California for the purpose of pumping off a load for one
 of the Western Commercial Trailers that had been tied up by the
 State Highway Patrol because of a leak.

Al Hauser was first out on the rotating board and according to
agreed on dispatch procedures should have taken this trip.
Hauser, incidentally did not go out for approximately 24 hours
later. Therefore, we are requesting pay to Hauser for a round
trip to Holtville.

Case #T-66-406 (Tanker).

JSC Motion: That the claim of the Union be upheld.

Deadlocked California-Arizona Joint State Tank Committee
(no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-6-2553 Pacific Intermountain Express

Interpre- Local 741 requests an interpretation of the mileage and subsistence
tation rate due in Pacific Intermountain Express Change of Operations
Case #5-5-1835 (rule #1 on Page 141 of May 12, 1965 transcript)

Pacific Intermountain Express is paying Seattle based drivers miles and subsistence under Article 54, Section 7 (b) on that portion of a trip that extends into the Central Conference area and also on trips that originate in Denver and/or Rawlins that are destined to other than Portland or Seattle.

It is the position of Teamsters Local 741 that the miles and subsistence should be that prescribed in Article 54, Section 7 (a) as agreed to in Change of Operations #5-5-1835, Page 141, Item #1, of the transcript.

Case #1423 (U).

JSC Motion: That this matter be referred to the JWAC for clarification. Motion Carried.

Washington JSC date of action June 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 886, Oklahoma City, Oklahoma, and
8-6-2554 Transcon Lines

OTR Ellis Yates and James Nutt enroute from Oklahoma City to
Dispute Oakland March 19, 1966 and broke down at Tucumcari, New
Mexico and were held with the equipment and making arrangements
for repair 1 1/3 hours before being released to go to hotel.
Company refused to pay claim. This claim is for 1 1/3 hours.

Case #SC-5-6-73 12.

JSC Motion: That the claim of Yates and Nutt is allowed.

Deadlocked Southern California JSC May 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 912, Watsonville, California, and
8-6-2555 B-Line

O-T-R Case #CB-1891 and #CB-1892 (Local 912 vs B-Line) #CB-1891
Dispute is a Change of Operations and case #CB-1892 is a wage claim.
Union is claiming Company did move trucks without going through
the Change of Operations and are claiming back pay for Hill and
Driskill.

Case Numbers CB-1891 and CB-1892.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
8-6-2556 D-C International

OTR Donald J. Reibold states: I soloed from Little America to
Dispute Seattle and back to Denver. I claim sleeper cab pay, plus
time for my 8 hours break or rest period.

Case #23.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
8-6-2557 The Ringsby System

OTR Lyle Cox states: We were shorted two hours on trip sheet
Dispute #101908. We were shorted 2 hours on trip sheet #090186,
 cut in time paid on meals for guarding ammo.

Case #3.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
8-6-2558 The Ringsby System

OTR Ralph Reeves states: Morris Mize and I were on our regular
Dispute truck #3256 coming home from Oakland and when we arrived
 at Salt Lake City terminal we were then separated. I was put
 on #3258 and Mize stayed on #3256 and dispatched to Denver.
 I was compelled to take an 8 hour rest period which I did and
 asked for 8 hours pay at \$3.15 per hour. They paid me \$11.75
 per mile and I am asking \$12.35 as per contract.

Case #18.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 980, Santa Rosa, California, and
8-6-2559 Willig Freight Lines

Joint Willig drivers spot vans at Flour Company for loading by Flour
Council 7 employees.
Dispute

Local 980 Willig drivers must do the loading or stand-by if
Flour employees do the loading.

Summation of Employer Position: Flour either loads and takes
in excess of 24 hours (ref: Article 45, Section 2 (a) (3) but in all
cases, even if less than 24 hours, Flour Company maintains that
Flour employees must do the loading due to the nature of the
commodity - special order water towers (KD)

Case # LD-2367.

Joint Council #7 Labor-Management Committee Motion: That
based on the facts presented, Article 45, Section 2 (a) (4) applies.

Deadlocked Joint Council #7 Labor-Management Committee
June 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and
8-6-2560 Garrett Freightlines

OTR
Dispute

On May 16, 1966, a Pocatello domiciled sleeper team of drivers Wells and Dudley was dispatched from Pocatello to Denver via Burley, Idaho. The team was to pick up a load of frozen at Burley and take it on to Denver, but when they arrived at Burley, they found that the load had already been moved from Burley to Pocatello and accordingly, they were returned to Pocatello where they picked up the load of frozen and proceeded on to Denver.

The Union claims that since the distance from Pocatello to Burley is only 80 miles that the team was entitled to a 500 mile minimum for this portion of the dispatch.

Case #743 (June 66-6).

JSC Motion: That the drivers be paid an eight hour minimum for that portion of the run from Pocatello to Burley and back to Pocatello and that they were properly entitled to pull that load on to Denver.

Deadlocked Utah-Idaho JSC June 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and
8-6-2561 Garrett Freightlines, Inc.

OTR A Pocatello sleeper team of drivers Young and Sidwell arrived at
Dispute Los Angeles, their lay point, at 02:55, May 18, 1966. Upon their
arrival, they were told that they would turn without lay-over, but
shortly thereafter, they were told that they were relieved from
duty. An argument ensued between driver Young and the dock
foreman. They did not depart until 15:00.

It is the Union's position that upon their arrival, there was a set
of doubles ready which they could have taken, and accordingly,
they claim pay for the 12 hours 5 minutes at the lay point as abuse
of free time. Although the original claim was that they were not
released from duty, both drivers logs show the time at the lay
point as off duty.

Case #745 (June 66-8).

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC June 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-6-2562 Nehalem Valley Motor Freight

Warning Local 81 is protesting a warning letter issued to Joe Murphy
Notice by Nehalem Valley Motor Freight on May 27, 1966.

Case #743.

JSC Motion: That the Union's position be upheld and the warning
letter be withdrawn.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
8-6-2563 Smith Transportation Company

Warning The Local Union protests the issuance of the warning notice to
Notice George Berdge for allegedly taking an excessive lunch and coffee
 break on June 1st.

The Local Union submits that this warning notice is not properly
based upon the pertinent facts involved, as well as being unreasonable,
unfair and unjust.

Case #SC-7-6-7638.

JSC Motion: That the warning notice issued to George Berdge
be withdrawn.

Deadlocked Southern California JSC July 14, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2564 Smith Transportation Company

Warning The Local Union protests the issuance of the warning notice to
Notice Jack Martin for allegedly taking an excessive lunch and coffee
 breaks on June 1st.

 The Local Union submits that this warning notice is not properly
 based upon the pertinent facts involved, as well as being unreasonable,
 unfair and unjust.

 The Local Union therefore requests the removal of this warning
 notice from the records and personnel files of Martin.

Case #SC-7-6-7640.

JSC Motion: That the warning notice issued to Jack Martin
 be withdrawn.

Deadlocked Southern California JSC July 14, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-6-2565 Pacific Intermountain Express

Warning Union protests the warning letter issued to Williams for failing
Notice to follow instructions by tying up Company equipment and delaying
the freight at Kingman, Arizona.

Case #CB-1900.

JSC Motion: That the Union's position be upheld to withdraw the
warning letter.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-6-2566 Pacific Intermountain Express

Warning Union protests the warning letter issued to Algire and being
Notice observed driving a placarded load across a railroad crossing
without slowing or stopping.

Case #CB-1904.

JSC Motion: That the letter of warning be reduced to a letter
of reprimand.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
8-6-2567 Harms Pacific Transport

Warning Local 741 protests the warning letter issued to LeRoy McCulley
Notice on May 31, 1966 by Harms Pacific Transport.

Case #1407 (U).

JSC Motion: That the warning notice be reduced to a letter
of reprimand.

Deadlocked Washington JSC June 15, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
8-6-2568 Navajo Freight Lines, Inc.

Warning M. L. Carter states: This is a protest to the warning letter
Notice issued April 15, 1966 for alleged violation on April 11, 1966.

Case #27.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 4, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-6-2569 Helphrey Motor Freight

Termina- Local 81 is protesting the termination of Gerald Wills by
tion Helphrey Motor Freight on May 6, 1966, contending that it is in
violation of Article 44 of the Western States Area Pick-Up and
Delivery, Local Cartage and Dock Workers Supplemental
Agreement.

The Company contends that Wills was not discharged by them
but rather that he abandoned and quit his job and that under these
circumstances they are not subject to the grievance procedures.

Case #740.

JSC Motion: That the protestant Gerald Wills abandoned his
job and voluntarily quit.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-6-2570 Nehalem Valley Motor Freight

Termina- Local 81 is protesting the discharge of Joe Murphy by Nehalem
tion Valley Motor Freight on May 31, 1966.

Case #744.

JSC Motion: That the discharge be withdrawn and the man be
reinstated on his job with full seniority and back pay with a warning
letter.

Deadlocked Oregon JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-6-2571 Pierce Freight Lines

Termination Local 81 is protesting the termination of H. M. Dodgion on
June 24, 1966 by Pierce Freight Lines for failure to report for
work on June 15th and 16th, 1966.

Case #760.

JSC Motion: That the Employer's position be upheld and the
termination be sustained.

Deadlocked Oregon JSC July 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
8-6-2572 Valley Motor Lines

Termination Union protests discharge of Leland F. Dean on May 2, 1966.

Case #CV-56-1385.

JSC Motion: That the man be reinstated to his job with full seniority after he is released by the doctor.

Deadlocked California Valley JSC May 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
8-6-2573 Braswell Motor Freight

Termina- Local 208, on behalf of Ronald Smith, protests termination
tion notice of 5-16-66, as unfair and unjust, and requests that he
 be returned to work with full compensation for all time lost with
 full seniority.

Case #SC-6-6-7408.

JSC Motion: That the discharge of Ronald Smith be sustained.

Deadlocked Southern California JSC June 10, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2574 Consolidated Copperstate Lines, Inc.

Termina- Local 208 on behalf of Bert Van Hulzen protests his termination
tion and asks that he be returned to work with full seniority and all
 time lost.

Case #SC-7-6-7617.

JSC Motion: That based on the facts, the discharge of Bert
Van Hulzen be sustained.

Deadlocked Southern California JSC July 13, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-6-2575 National Trucking Company of Los Angeles

Termination Mel Showers has been placed on an improper layoff since the date of December 8, 1965, while junior and casual employees have been employed, performing work which Showers was qualified, able and available to perform. Also, work which Showers was entitled to in accordance with his seniority.

For, and on behalf of Showers, the Local Union claims all monies Showers would have earned had he been correctly worked. The amount of this claim is \$1,965.16.

Case #SC-5-6-7253.

JSC Motion: Decision Dated 5-5-66: That because the termination was not protested timely, the claim of Mel Showers is denied.
Motion Carried.

Decision in Executive Session 5-6-66: That based on the fact that the Employer mis-represented the facts in Case #SC-5-6-7253, I move that the case be re-heard prior to the adjournment of this session. Motion Deadlocked.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
 8-6-2576 O. N. C. Motor Freight System

Termination Discharge of Stamats. Union protests the discharge letter dated June 6, 1966 to Stamats for falsification of Trip and Pay Report #177787 dated June 3, 1966, and for driver's log sheet on the same day.

Case #1898.

JSC Motion: That the man be returned to work in his proper seniority order without back pay.

Deadlocked California Bay JSC June 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
8-6-2577 Owl Truck Company

Termination Local 692 wishes to protest the discharge of George Patterson on Friday, May 13, 1966 due to the fact that George Patterson innocently committed a dischargeable offense. Driver Patterson has been with the Company for 4-1/2 years and has an excellent record. On May 6th at approximately 5:00 o'clock in the morning, Mr. Patterson had a load going to the Stockton area. His wife had asked him if she could ride as far as Modesto, get off and visit her relatives in that area. Patterson thought there was nothing wrong with that as he had been told other men had been given permission under similar circumstances, and so he agreed to this. He walked her into the yard, put her on the truck in front of everyone, drove her to Modesto and left her off in that area and continued on to his trip further north. On the way back he had a load, picked her up and took her out to the jobsite where he knew Company officials would be.

He was discharged for this offense. We understand that ignorance of the law is no excuse, but we do feel that under the circumstances Patterson should be given another chance. He did not try to sneak around and do this without the Company's knowledge and certainly would not have jeopardized his job and seniority deliberately if he had known better. Therefore, we are requesting this committee put this man back to work with full back pay.

Case #SC-6-6-7345.

JSC Motion: That George Patterson be returned to work on his next regular shift with full seniority and no compensation for time lost.

Deadlocked Southern California JSC June 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 912, Watsonville, California, and
8-6-2578 B-Line

Termina- Union protests the discharge of Hill and Driskill, that there
tion was a question of timeliness.

Case #CB-1890.

JSC Motion No. 1: That Hill was not covered by the Agreement
and therefore there is no case before this committee. Motion Carried.

JSC Motion No. 2: That the Union's protest is untimely and
therefore the discharge is upheld. Motion Deadlocked.

California Bay JSC date of action June 21, 1966.